



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

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November 20, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENT FOR MEDIA CONSULTANT SERVICES
AGREEMENT WITH LUCI KWAK**
(All Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of Health Services, or his designee, to sign Amendment No. 1, substantially similar to Exhibit I, to Agreement No. H-700051, with Luci Kwak, an independent sole source contractor, to increase the maximum allocation by \$17,097.50, from \$17,097.50 to \$34,195, 100 % offset by The California Endowment Grant, and extend the term (July 1, 2003 through December 31, 2003), two months through February 29, 2004, to allow for the continued provision of media consultant services to the Department of Health Services' Office of Women's Health (OWH).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The Department is requesting approval of Amendment No. 1 to Media Consultant Services Agreement H-700051, with Luci Kwak, to provide assistance to the Department of Health Services' (Department) OWH in the production and completion of the Cervical Cancer Prevention and Education Initiative (CCPEI) campaign, as required under the terms of The California Endowment Grant.

Approval of the amendment will 1) correct an inadvertent error made in the maximum allocation in the initial contract and 2) extend the contract, within the corrected maximum obligation, to permit work for two more months to complete project activities.

FISCAL IMPACT/FINANCING:

Amendment No. 1 will increase the maximum allocation from \$17,097.50 to \$34,195.00 and extend the term (July 1, 2003 through December 31, 2003), two months through February 29, 2004, 100% offset by The California Endowment Grant. Funding is included in the Fiscal Year 2003-04 adopted budget. There is no net County costs associated with this action.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On February 27, 2001, the Board of Supervisors accepted a grant award from The California Endowment in the amount of \$2,232,113, to support the Department's OWH CCPEI. The grant award enabled the Department's OWH to conduct a comprehensive, multi-faceted outreach and education campaign to increase awareness among high-risk, targeted indigent underserved women about the importance of PAP tests in the early detection and prevention of cervical cancer and to increase the number of screening and treatment service provided to targeted women.

On July 25, 2002, to meet deliverables established under the terms of The California Endowment Grant, Ms. Kwak's services were obtained through a purchase order, in the amount of \$68,400, for the period of July 1, 2002 through June 30, 2003.

On July 1, 2003, the Board approved 71 new agreements with service providers who had existing purchase orders expiring June 30, 2003, to provide services under the same terms and conditions of their previous purchase order for the period of July 1, 2003 through December 31, 2003. Under this Board action, a Media Consultant Services Agreement was approved for Luci Kwak, to provide continued support to the Department's OWH. Since that time, it has come to the attention of Contracts & Grants that an error was made. The total maximum allocation for the Media Consultant Services Agreement with Luci Kwak should have been for \$34,195, with service hours of 977. In addition, OWH has identified additional services and the term of July 1, 2003 through December 31, 2003, will be extended two months through February 29, 2004, to allow sufficient time for the contractor to complete deliverable goals within the same revised maximum obligation.

The recommended amendment does not impact the DHS System Redesign, since all the funds are provided by The California Endowment Grant.

County Counsel has reviewed and approved the amendment, Exhibit I, as to use.

Attachment A provides additional information.

CONTRACT PROCESS:

It is not appropriate to advertise amendments to existing agreements on the Los Angeles County Online Web Site.

The Honorable Board of Supervisors
November 20, 2003
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IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the recommended action will enable the Department's OWH to complete the required CCPEI campaign as required under the terms of The California Endowment Grant.

When approved, this Department requires four signed copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:lvb

Attachments (2)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

BLTRCD3058.LVB

SUMMARY OF AMENDMENT1. TYPE OF SERVICE:

Media Consultant Services will be provided by Luci Kwak, who will work on completing the production of educational materials, marketing and public relations services for the Cervical Cancer Prevention and Education Initiative campaign. These services are necessary to meet contract deliverables required by The California Endowment Grant.

2. AGENCY ADDRESSES AND CONTACT PERSONS:

Luci Kwak
854 Alandele Avenue
Los Angeles, California 90036
Telephone: (323) 930-1307
Facsimile: (323) 930-1308

3. TERM:

July 1, 2003 through February 29, 2004.

4. FINANCIAL INFORMATION:

Amendment No. 1 will increase the maximum allocation from \$17,097.50 to \$34,195.00 and extend the term (July 1, 2003 through December 31, 2003), two months through February 29, 2004, 100% offset by The California Endowment Grant. Funding is included in the Fiscal Year 2003-04 adopted budget. There is no net County costs associated with this action.

5. GEOGRAPHIC AREA TO BE SERVED:

All Districts.

6. ACCOUNTABLE FOR MONITORING AND EVALUATION:

Ellen Eidem, Acting Director, Office of Women's Health.

7. APPROVALS:

Public Health: John F. Schunhoff, PhD., Chief of Operations

Contracts and Grants Division: Riley Austin, Acting Chief

County Counsel (as to form): Sharon Reichman, Senior Deputy County Counsel

EXHIBIT I

Contract No. H-700051

MEDIA CONSULTANT SERVICES AGREEMENT

AMENDMENT NO. 1

THIS AMENDMENT is made and entered into this _____ day
of _____, 2003,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

LUCI KWAK (hereafter
"Contractor").

WHEREAS, reference is made to that certain document entitled
"MEDIA CONSULTANT SERVICES AGREEMENT", dated July 1, 2003 and
further identified as County Agreement No. H-700051 (hereafter
referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend the
Agreement to extend its term and make the changes described
hereinafter; and

WHEREAS, said Agreement provides that changes may be made in
the form of a written amendment which is formally approved and
executed by both parties.

and authorize payments not to exceed twenty-five percent (25%) above County's maximum obligation."

6. Paragraph 12, DELEGATION AND ASSIGNMENT, shall be deleted in its entirety and be replaced by Paragraph 12, PROHIBITION AGAINST DELEGATION AND ASSIGNMENT, as follows:

"12. PROHIBITION AGAINST DELEGATION AND ASSIGNMENT:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Paragraph, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any delegatee or assignee on any claim under this Agreement, absent such County consent, shall not be paid by County. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequence of any such County consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment, or other

7. Paragraph 46, CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW, shall be added to the Additional Provisions to read as follows:

"46. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used."

8. Exhibit A, shall be replaced by Exhibit A-1, attached hereto and incorporated herein by reference.

9. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this
Amendment to be subscribed in its behalf by its duly authorized
officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

LUCI KWAK
Contractor

By _____
Signature

Print Name

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:
BY THE OFFICE OF THE COUNTY COUNSEL

By _____
Deputy

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Acting Chief, Contracts and
Grants Division

10/07/03
CD3059.LVB

EXHIBIT A-1
SCOPE OF WORK

MEDIA CONSULTANT SERVICES AGREEMENT

1. CONTRACTOR PERSONNEL:

A. Contractor shall designate an administrator to lead and coordinate Contractor's day-to-day provision of media consultant services hereunder. Upon request by Director, Contractor's administrator shall be available at all reasonable times (Monday through Saturday, 8:00 a.m. to 5:00 p.m.) to explain the services it is providing to County hereunder; such explanation shall include, but not be limited to, providing oral presentations on behalf of the Director, and upon Director's request, providing written reports to each appropriate County facility receiving services herein.

Contractor shall notify County, in writing, of the name, telephone (e.g., cellular [cell phone]), pager, and facsimile/FAX number(s) of Contractor's designated day-to-day administrator within ten (10) calendar days prior to the effective date of this Agreement.

B. Contractor's administrator shall be responsible for determining daily work duties, staffing levels, scheduling, and staffing hours needed to properly provide media

to provide necessary input and assistance in order to answer questions and provide necessary liaisons between Contractor and County. In any event, County further will provide Contractor with an appropriate contact person at each work site location to be served under this Agreement.

3. SERVICES TO BE PROVIDED BY CONTRACTOR: Contractor shall provide media consultant services as described in the Statement of Work, attached hereto as Attachment A-1 and incorporated herein by reference.

4. PAYMENT: As noted in the body of the Agreement (i.e. Paragraph 4, Billing and Payment, of the Agreement body), the fee received for media consultant services, effective July 1, 2003 through February 29, 2004, shall be as described in Attachment A-1.

In any event, reimbursement for media consultant services rendered in the performance of Contractor's services described in this Agreement shall be included within Contractor's bill. It is an all-inclusive rate. Director shall evaluate all services and tasks performed by Contractor. If, in Director's sole discretion, a service/task is not satisfactorily performed, Director shall provide Contractor with a written assessment of the deficiencies. Contractor shall, within ten (10) working days of receipt of Director's deficiency notification, remedy the identified

**STATEMENT OF WORK
LUCI KWAK**

July 1, 2003 through February 29, 2004

OBJECTIVE:

Provide all marketing and media efforts including production of educational materials and public relations activities for the Office of Women's Health (OWH).

ADMINISTRATION AND PAYMENT:

Project deliverables for each task must be completed, reviewed and approved by the COUNTY prior to the CONTRACTOR submitting a monthly invoice. CONTRACTOR will be paid at the rate of \$35 per hour for no more than 977 hours during the Agreement's term.

SERVICES AND DELIVERABLES TO BE PROVIDED:

- * Redesign and restructure the Office of Women's Health website. (Ongoing)
- * Coordinate graphic design services. (Ongoing)
- * Manage the Marketing services.
 - * Day-to-day supervision of 4 contracted advertising firms (Acento Advertising, Sashe Advertising, Krikorian Marketing Group, and Voices, Inc.). (Ongoing)
- * Identify potential markets to further promote the 1-800-Hotline.
- * Monitor budget and track expenses for marketing firms.
- * Manage Public Relations services which include:
 - * Assisting marketing firms and spokespersons in drafting talking point.
 - * Distributing press releases and serving as primary contact for the general media.
 - * Arranging interviews and maintaining other forms of public contact.
 - * Planning special events or activities.
- * Oversee OWH's archive and respond to informational requests for the CCPEI Media, Outreach and Education campaign. (Ongoing)
- * Produce OWH marketing and promotional items, with each individual item to constitute a deliverable and with production services to entail the following:
 - * Design and create Bag clips in 7 different languages .
 - * Design and create Women's Health Mobile Van Project magnetic banners and accompanying logos for sponsors.
 - * Access/Inventory all marketing materials by language for targeted re-order.
 - * Evaluate existing OWH marketing and educational materials and make written recommendations for production of new items for future OWH campaigns and projects.
 - * Oversee production of new women's personal planner
 - * Oversee production of Mobile Van Outreach flyers.

- * Produce Cervical Cancer Prevention and Education Initiative (CCPEI) video, production services include completion of the following:
 - * Digitizing 31 tapes = 30 hours
 - * Scanning approximately 300 pictures = 30 hours
 - * Editing 5-10 minute video = 40 hours
 - * Writing of script and recording of voice over = 15 hours
 - * Videotaping future OWH activities = 20 hours
- * Oversee production of new Mobile Van Outreach flyers.
- * Create new text for Preventive Health FACT Sheets, revise design and oversee production of new OWH Health Action Kit -(deliverable to be contingent on the availability of funds and decision by COUNTY to request this item).
- * Produce 2004 CCPEI Community Breakfast materials/media, production includes:
 - * Design and oversee production of CCPEI Community Breakfast Program
 - * Design and oversee production of CCPEI Community Breakfast Invitations
 - * Design and oversee production of CCPEI Executive Summary.
 - * Design and produce table signs, name badges.
 - * Design of CCPEI Community Breakfast event poster.
 - * Design of giveaway items.
 - * Coordinate all media for Community Breakfast.
 - * Coordinate marketing firms participation
- * Responsible for the final comprehensive Marketing Summary report to The California Endowment (funding source).
- * Assist in the project management of the "Project Hope" benefit concert, including marketing and PR professional services.